

RESOLUTION AUTHORIZING THE
IMPLEMENTATION OF THE
HAZARD ELIMINATION PROGRAM GRANT

WHEREAS, the Weakley County Highway Department has need of a grant for the purpose of hazard elimination on county roads which will constitute the pavement markings on certain roads and,

WHEREAS, the estimated cost of the Project is \$50,000.00 and this will mark approximately 34.2 miles of county roads and will be edge lines and center lines and,

WHEREAS, the conditions of the attached Agreement No. 466 are set in place

WHEREAS, a revenue number has been assigned for the purpose of receiving the grant funds. That number being 131-46980

NOW, THEREFORE BE IT RESOLVED by the Weakley County Legislative Body of Weakley County, Tennessee assembled in regular session on this the 17th day of January, 1995 that:

SECTION 1. The Highway Fund is hereby amended as follows:

Account #	Acct. Name	Budget	Amendment	Amended Budget
131				
46980	Other State Grants (Hazard Elimination Grant)	-0-	50,000	50,000
68000-791	Other Highway Projects	-0-	50,000	50,000

SECTION 2. BE IT RESOLVED, that all resolutions of the Weakley County Legislative Body which are in conflict with this resolution are hereby repented.

SECTION 3. BE IT FURTHER RESOLVED, that this resolution take effect from and after its passage, the public welfare requiring it. This resolution shall be spread upon the minutes of the Weakley County Legislative Body.

PURSUANT TO THE RULES OF THE WEAKLEY COUNTY LEGISLATIVE BODY THIS RESOLUTION IS SPONSORED BY THE FOLLOWING COMMISSIONERS:

ACKNOWLEDGED AND APPROVED:

ACKNOWLEDGED AND APPROVED:

Chairman, Public Works Committee

Chairman, Finance, Ways & Means

Motion made by Commissioner _____ that the foregoing resolution be approved. Seconded by Commissioner _____. Upon being put to a roll call vote, motion _____.

ATTEST:

APPROVED:

FAYE BUTTS, COUNTY COURT CLERK

RON GIFFORD, COUNTY EXEC.

This the _____ day of _____, 1995.

AGREEMENT NO. 466

This Agreement is entered into on this _____ day of _____, 19____, between the State of Tennessee, Department of Transportation, hereinafter "Department", and the County of Weakley, hereinafter "Local Government", for the purpose of providing an understanding between the parties of the Local Government's obligations for implementation of a highway safety improvement project under the Hazard Elimination Program, being Project No. STP-H-9200(37), that is described in "EXHIBIT A" attached and incorporated into this Agreement.

The parties agree that the estimated cost of the Project is \$50,000.00, and that the Department will reimburse the Local Government, as hereinafter provided, for One Hundred percent (100%) of the actual cost of the Project, limited, however, to a total maximum amount subject to reimbursement to \$50,000.00.

The parties further agree that any additional project costs shall be totally paid for by the Local Government.

Reimbursement from the Department to the Local Government will be made subject to the receipt from the Local Government of periodic certified and itemized Project costs submitted no more frequently than monthly.

The Local Government understands that the Project will be commenced within one month following the date hereof in accordance with a schedule that will provide for at least fifty percent (50%) completion within Six (6) Months from the date of commencement and thereafter continued without interruption until completed in accordance with the Manual on Uniform Traffic Control Devices for the provisions of "EXHIBIT A". The failure of the Local Government to follow the schedule will be construed as a breach of this Agreement and subject the Project to termination for cause by the Department.

The Local Government understands and agrees that if such a breach or breach and termination occurs, the Local Government will be subject to and hereby binds itself to repayment of all sums of money paid to the Local Government as reimbursement on demand of the Department.

The Local Government agrees that when the Project is completed, it will provide the Department with a written certification that the Project provision of "EXHIBIT A" was constructed in accordance with the Manual on Uniform Traffic Control Devices.

Each party agrees to maintain the improvements made under the Project which are located on a road under its jurisdiction, with the exception of all electrically operated devices together with their related equipment,

wiring and appurtenances which the Local Government agrees to maintain. In addition, the Local Government agrees to provide electric power to said devices.

The Local Government understands and agrees that if there is a determination by the Federal Highway Administration that part or all of the sums of money paid to the Local Government as reimbursement are ineligible for federal funds participation, the Local Government hereby binds itself to pay the Department the sum of money declared ineligible by the Federal Highway Administration.

This Agreement will not be binding on the Department until it is approved by legislative action of the Local Government and a certified copy of approval attached to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized officials on this the _____ day of _____, 19____.

LOCAL GOVERNMENT

By: _____

Title: _____

Approved:

By: _____
Attorney

STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

By: _____

Carl M. Wood, Jr.
Commissioner

Approved:

By: _____
Henry K. Buckner, Jr.
Department Attorney

SAFETY PROJECT

County: Weakley Route or Road Name: 6 listed roads (see attached)
Location (Termini and Description): _____

See attached list

Length: 34.20

Problem: Older painted county roads in unlighted rural areas without pavement markings. Hard to see at night.

Difficulty seeing road especially during rains.

Proposed Solution: Painted pavement markings. County map enclosed

Note: Attach maps, sketches and/or pictures

Traffic: _____

Accident Data/Potential: _____

Estimated Cost: PE \$ 0 R/W \$ 0 Const. \$ 50,000

Additional Remarks: _____

Submitted By: Weakley County Hwy. Dept Date: Oct. 25, 1994

Recommended: Asst. Exec. Dir. Plng. & Dev. [Signature] [Signature]

Asst. Exec. Dir. Operations [Signature]

Approved: [Signature] Date: _____
[Signature] _____

Exec. Dir. Plng. & Dev. Exec Dir. Operations

Date: 11/21/94

P
SE
M
SC
U
ES
R
nm
G
su